

BILL NO. S-77-06-33

SPECIAL ORDINANCE NO. S-130-77

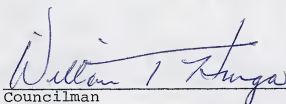
AN ORDINANCE approving a contract with Schmidt Electric, Incorporated, for installation of Street Lighting.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

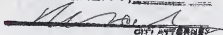
SECTION 1. That the contract dated June 8, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Schmidt Electric, Incorporated, for:

Installation of street lighting with underground wiring on Nebraska Phase II for a total cost of \$14,443.97, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY.


CITY ATTORNEY

Read the first time in full and on motion by Hinga, seconded by

Hunter, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 6-28-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Talarico, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	_____	_____	_____	<u>✓</u>	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 7-12-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 130-77 on the 12th day of July, 1977

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of July, 1977, at the hour of 1:00 o'clock P. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 13th day of July, 1977, at the hour of 2:30 o'clock _____ M., E.S.T.

Robert Elumehong
MAYOR

Bill No. S-77-06-33

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with Schmidt Electric, Incorporated, for installation
of Street Lighting

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WILLIAM T. HINGA - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

PAUL M. BURNS

FREDRICK HUNTER

William T. Hinga

James S. Stier
Vivian G. Schmidt
Paul M. Burns
Fredrick Hunter

7-12-77
DATE _____ CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

PROJECT

Nebraska Phase II

BID ANALYSIS SHEET

OFFICE OF

DATE May 18, 1977

RES. NO. 121-77

MATERIAL

FORT WAY

CONTRACTORS			ESTIMATE	EXTENSION	Schmidt Elec. Inc.		T & F Constr. Corp.		N.G. Gilbert Corp.	
STREETS—ALLEYS—SIDEWALKS QUAN UNIT MATERIAL					UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
50	Each	16' Black Aluminum Poles	42.50	2,125.00	32.00	1,600.00	39.00	1,950.00	54.00	2,700.00
3	Each	12' Black Aluminum Poles Pedestal Mount	35.00	105.00	32.00	96.00	34.00	102.00	32.80	98.40
53	Each	100 W. T&C Lumin. & Lamp	15.00	795.00	15.00	795.00	15.00	795.00	15.00	795.00
7,680	L.F.	1/C and/or 2/C #4 cable in trench or conduit	0.25	1,920.00	0.22	1,689.60	0.20	1,536.00	0.15	1,152.00
3,562	L.F.	Trenching 20" depth	0.90	3,205.80	0.65	2,315.30	0.78	2,778.36	0.90	3,205.80
3,562	L.F.	Landscaping	0.30	1,068.60	0.16	569.92	0.20	712.40	0.60	2,137.20
1,861	L.F.	1 1/2" Plastic Conduit Pushed or Bored under streets, drives, walks or trees.	3.15	5,862.15	2.15	4,001.15	2.90	5,396.90	4.15	7,723.15
352	L.F.	1 1/2" Conduit laid in trench	0.80	281.60	1.00	352.00	1.50	528.00	1.35	475.20
2	Each	10' riser section	45.00	90.00	20.00	40.00	25.00	50.00	64.75	129.50
3	Each	Install concrete foundat. 18" x 18" x 4' including anchor bolts & entry sleeves	100.00	300.00	90.00	270.00	75.00	225.00	73.75	221.25
1,385	S.F.	Remove sidewalks	1.50	2,077.50	0.90	1,246.50	1.00	1,385.00	1.00	1,385.00
1,335	S.F.	Install sidewalks	2.00	2,670.00	1.10	1,468.50	1.50	2,077.50	2.50	3,337.50
		Contractor's Bid		20,500.65		14,443.97		17,461.16		23,360.00
		% Over or Under +				-29.54		-14.48		+13.95
		Materials furn. by City		16,826.77		16,826.77		16,826.77		16,826.77
		Labor by City Forces		1,074.00		1,074.00		1,074.00		1,074.00
		Engr. & Inspection		3,850.00		3,850.00		3,850.00		3,850.00
		Advertising		40.00		40.00		40.00		40.00
		Total Contract		42,291.42		36,234.74		39,251.93		45,150.77

CONTRACT - Resolution No. 121-77

STATE OF INDIANA)
COUNTY OF ALLEN) ss

THIS AGREEMENT AND INDENTURE made and entered into this,
the 8 day of June 1977, by and between:

The City of Fort Wayne

The party of the first part, termed in this agreement and the
Contract Documents as the "Purchaser," and

Schmidt Electric, Incorporated

The part of the second part, termed in this agreement and the
Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore
caused to be prepared certain contract documents for furnish-
ing labor and equipment and performing work therein fully des-
cribed, and the Contractor did, on the 18th day of May, 1977,
file with the Board of Public Works, a copy of said contract
documents, together with his offer and terms therein fully
stated and set forth, and,

WHEREAS, the said contract documents accurately and fully
describe the terms and conditions upon which the Contractor is
willing to furnish the labor and equipment and perform the work
called for by the said contract documents and in the manner and
time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as
aforesaid be attached hereto and that the same do in all par-
ticulars become the agreement and contract between the parties
hereto in all matters and things set forth therein and described,
and further, that both parties hereby accept and agree to the
terms and conditions of said contract documents so filed, for the
following:

Installation of street lighting with underground wiring on

Nebraska Phase II

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out in haee verba.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgement rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgement of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

BOARD OF PUBLIC WORKS

ATTEST: Clerk

MAYOR

CONTRACTOR: Schmidt

Electric, Inc.

BY: Fred M. Biggs

Approved in Form & Legality

By:

Harold J. Brown
Associate City Attorney

UNITED STATES FIDELITY AND GUARANTY COMPANY



(A Stock Company)

BOND NUMBER

KNOW ALL MEN BY THESE PRESENTS,

That we SCHMIDT ELECTRIC, INC.

5810 Illinois Rd.

Fort Wayne, Indiana

(hereinafter called the Principal), and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation (hereinafter called the Surety), are held and firmly bound unto

Board of Works, City of Fort Wayne, Indiana

(hereinafter called the Obligor), in the full and just sum of Fourteen Thousand Four Hundred Forty

Three and .97/100 ———— (\$14,443.97) ———— dollars,

lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The said Principal has executed and entered into a certain contract with the said Obligor dated June 8, 1977

Street Lighting
Project No. Nebraska Phase II
Resolution. 121-77

in said contract described; which contract is hereto annexed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall well and truly perform and fulfill all and every the covenants, conditions, stipulations and agreements in said contract mentioned to be performed and fulfilled, and shall keep the said Obligor harmless and indemnified from and against all and every claim, demand, judgment, lien, cost and fee of every description incurred in suits or otherwise against the said Obligor, growing out of or incurred in, the prosecution of said work according to the terms of the said contract, and shall repay to the said Obligor all sums of money which the said Obligor may pay to other persons on account of work and labor done or materials furnished on or for said contract, and if the said Principal shall pay to the said Obligor all damages or forfeitures which may be sustained by reason of the non-performance or mal-performance on the part of the said Principal of any of the covenants, conditions, stipulations and agreements of said contract, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

IT IS, HOWEVER, MUTUALLY UNDERSTOOD BETWEEN THE PARTIES HERETO, That in no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or other proceeding thereon that is instituted later than One year from date of acceptance of work under contract.....

PROVIDED, HOWEVER, That in the event of any default on the part of said Principal in the performance of any of the terms, covenants or conditions of said contract, or in the event of any claim, demand, judgment, lien, cost or fee being obtained or made against the said Obligor, for or on account of the prosecution of the work as aforesaid, written notice thereof, with a statement of the principal facts showing such claim, demand, judgment, lien, cost or fee and the date thereof, shall within thirty days after the same shall have come to the notice of the said Obligor, be given to UNITED STATES FIDELITY AND GUARANTY COMPANY, at its office in the City of Baltimore, Maryland.

PROVIDED, FURTHER, That the Surety shall not be obligated to furnish any bond or obligation other than the one executed.

Signed, sealed and delivered June 8, 1977
(Date)

SCHMIDT ELECTRIC, INC.

Witness to be

Principal.....

BY: Fred M. Biggs (Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY

Countersigned

By THE PETTINER AGENCY

BY: Edward J. Wingard
Edward J. Wingard Attorney-in-Fact

Indiana Licensed Resident Agent

GENERAL POWER OF ATTORNEY

No. 81715

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Edward J. Wingard

of the City of Camden, State of Indiana,
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Edward J. Wingard

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 22nd day of January, A. D. 19 71

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By.....Karl H. Doerre.....
Vice-President.

(SEAL) (Signed)Charles O. Mullennix.....
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this 22nd day of January, A. D. 19 71, before me personally came Karl H. Doerre, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Charles O. Mullennix, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Karl H. Doerre and Charles O. Mullennix, were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 19 74.....

(SEAL) (Signed)Herbert J. Aull.....
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 22nd day of January, A. D. 19 71

(SEAL) (Signed)Robert H. Bouse.....
Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

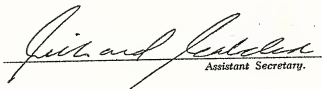
I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to **Edward J. Wingard**

of **Camden, Indiana**, authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date)


Assistant Secretary.

3699

SPECIAL ORDINANCE - CONTRACT - ST. LIGHT RESOLUTION NO. 121-77

TITLE OF ORDINANCE STREET LIGHTING FOR NEBRASKA PHASE II - SCHMIDT ELECTRIC, INC. CONTR.DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE CONTRACT FOR STREET LIGHTING RESOLUTION NO. 121-77, NEBRASKAPHASE II WITH SCHMIDT ELECTRIC, INC., CONTRACTOR FOR THE INSTALLATION OF STREETLIGHTING WITH UNDERGROUND WIRING ON NEBRASKA PHASE II PROJECT IN THE AMOUNT OF\$14,443.97)(BID ANALYSIS SHEET ATTACHED)SCHMIDT ELECTRIC WAS THE LOWEST OF THREE BIDS SUBMITTED(CONTRACT ATTACHED)EFFECT OF PASSAGE INSTALLATION OF STREET LIGHTING ON NEBRASKA PHASE IIEFFECT OF NON-PASSAGE INABILITY TO INSTALL STREET LIGHTINGMONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$14,443.97 WITH C D & P FUNDS

ASSIGNED TO COMMITTEE _____

EP

Finance